

UNE Vehicle Use Terms and Conditions

1 INTRODUCTION

- 1.1 By using a UNE vehicle, you agree to be bound by these terms and conditions.

2 INTERPRETATION

In these Terms and Conditions:

'Authorised Travel' means travel that has been approved in accordance with the UNE Travel Procedures.

'Fair Wear and Tear' does not include damage;

'FLS' means UNE's Fleet and Logistics Services division

'Manufacturer's Specifications' means the specifications of the manufacturer of the Vehicle as set out in the Vehicle's operations manual located in the glove box of the Vehicle;

'Vehicle' means the vehicle described on the (Vehicle booking) (or any substitute vehicle), and includes its parts, components, keys, remote opening devices, any tag or device for paying electronic tolls, all Accessories and contents supplied by UNE unless the context requires otherwise;

'4WD' means a Vehicle with a four-wheel drive transmission system that can be engaged in four-wheel drive mode.

3 DRIVER

- 3.1 You agree and acknowledge that:
- Only the person who has completed and signed the Authority to Drive Form may drive a UNE vehicle and must be over the age of eighteen (18) years of age;
 - You hold a current and valid licence (not being a learner's licence) to drive the Vehicle and have been licensed to drive vehicles of the same category as the Vehicle for at least 12 consecutive months immediately prior to signing the Authority to Drive Form
 - You must now allow any other person to drive the Vehicle..
 - You will be held personally liable if you allow another person to drive the Vehicle, and you will be held personally responsible for the acts and omissions of any other person that you allow to drive the Vehicle.

4 WHERE THE APPROVED DRIVER CAN AND CANNOT DRIVE THE VEHICLE

- 4.1 You must only use the Vehicle on a road which is properly formed and constructed as a sealed metalled or gravel road unless the Vehicle is a 4-wheel drive (**4WD**) Vehicle;
- 4.2 You must not, unless authorised in writing by UNE, drive or take the Vehicle more than 120 kilometres from UNE's Armidale campus.

5 USE OF THE VEHICLE

- 5.1 UNE Vehicles are provided for Authorised Travel in connection with official UNE business. Vehicles must not be used for private use unless the Vehicle is part of a salary package or remuneration contract.
- 5.2 Where it is established that a UNE Vehicle has been used for an unauthorized purpose, you will not be permitted future use of any UNE Vehicles.
- 5.3 You agree that if you breach any of these terms and conditions, you will not be permitted to drive any UNE Vehicles for a period of time determined by FLS.
- 5.4 You agree to:
- Comply with the all relevant Australian, State and Territory road rules;
 - Comply with the Vehicle's manufacturers handbook;
 - Drive at a speed that does not exceed the speed limit;
 - Drive in a manner which minimizes risk to yourself and other, and minimizes risk of damage to the vehicle and property; and
 - Drive in accordance with UNE workplace health and safety requirements, including taking a break of at least 15 minutes every two hours to manage fatigue.
- 5.5 You must not:
- Garage a UNE Vehicle at your home without written permission from UNE's Chief Financial Officer;
 - use, or allow the Vehicle to be used, for

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- any illegal purpose, race, contest or performance test of any kind;
- (c) use, or allow the Vehicle to be used, to push anything;
 - (d) carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle and must ensure that each passenger in the Vehicle appropriately uses the seat belt restraint;
 - (e) be under the influence of alcohol, drugs or have a blood alcohol or drug content that exceeds the legal limit in New South Wales;
 - (f) use or allow the Vehicle to be used to carry passengers for payment of any kind, without consent from FLS;
 - (g) use or allow the Vehicle to be used to carry animals;
 - (h) use the Vehicle when it is damaged or unsafe;
 - (i) drive the Vehicle after an accident or hitting an object (including an animal) until you have obtained prior written consent from FLS to do so, where reasonably practicable;
 - (j) use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at the Hirer's cost)
 - (k) smoke within the Vehicle or allow any other person to smoke within the Vehicle at any time;
 - (l) use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances;
 - (m) use the Vehicle for the conveyance or towing of any load unless the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured; or towing, the Vehicle is fitted with a tow bar; and the conveyance or towing is undertaken in accordance with the Manufacturer's Specifications; and
 - (n) use the Vehicle in contravention of any law.

5.6 You acknowledge that:

- (a) infringements issued to you or in relation to UNE Vehicles whilst being driven by you will be your personal responsibility and must be paid by you.

UNE will not accept any responsibility for payment of penalties incurred in relation to a UNE Vehicle while being driven by you.

- (b) If UNE is issued with an infringement notice in relation to a UNE Vehicle for a traffic or parking offence which occurred whilst the Vehicle was being used by you or under your control, you will take full responsibility for that infringement.

6 LOG BOOKS

- 6.1 A log book is located in each UNE Vehicle.
- 6.2 The log book must be completed by you for each trip. Multiple journeys made in any one day may be treated as a single journey as long as the trips are concurrent (i.e. one after the other).
- 6.3 Failure to complete and sign the log book may lead to the journey being deemed by the Australian Taxation Office as assessable for fringe benefits tax (FBT) purposes. This may result in the vehicle FBT being reported on your personal group certificate.
- 6.4 If you have a salary package or contract vehicle, you must itemize your private and business use by the end of each month, to minimize FBT to you and UNE. You must forward the log book to FLS at the end of each calendar month.

7 ETOLL TAGS

- 7.1 E Toll tags are available from FLS if you need to drive a UNE Vehicle on a toll road.
- 7.2 FLS require E Toll bookings to be made in advance.

8 MAINTENANCE, SECURITY AND CLEANING

- 8.1 All UNE Vehicles have a UNE identification decal affixed to the Vehicle. This decal should not be removed.
- 8.2 All UNE Vehicles have a first aid kit in the glove compartment. If a replacement is required, please contact FLS.
- 8.3 You must keep both the interior and exterior of the Vehicle in a clean and tidy

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condition and to maintain a safe level of visibility through all windscreens, mirrors and windows.

- 8.4 You must:
- (a) Immediately report any defects in the vehicle to FLS;
 - (b) Immediately report any injury to persons or damage to the vehicle to FLS;
 - (c) maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications, provided that UNE has provided the Vehicle to you with engine oils and engine coolant at levels which reflect the Manufacturer's Specifications;
 - (d) keep the Vehicle locked when it is unattended and the keys under your personal control at all times; and
 - (e) comply with all applicable seat belt and child restraint laws.
- 8.5 You must immediately contact UNE if you require roadside assistance.
- 8.6 You must not have repairs to the Vehicle carried out unless FLS authorises you to do so in writing.
- 8.7 If you return the Vehicle in an excessively poor condition (excluding Fair Wear and Tear), you may be required to pay the cost of any professional cleaning or odour extraction reasonably incurred by FLS.

9 ACCIDENTS

- 9.1 You must immediately contact the police if you are in an accident. You should also contact FLS as soon as possible after the accident.
- 9.2 If another party is involved in the accident, you should obtain their name and contact details, their car registration details and their car insurance details.
- 9.3 You should never admit liability for an accident and any question of liability should be referred immediately to FLS and UNE Legal Services.

10 FUEL

- 10.1 You must fill the Vehicle only with the fuel type specified in the Manufacturer's Specifications
- 10.2 You should ensure that you obtain a fuel

card form FLS for purchases of fuel at Caltex and BP service centres who are contracted suppliers for UNE.

- 10.3 Where possible the use of Biofuels E10 is preferred fuel for UNE vehicles, and where the vehicle manufacturer deems it usable
- 10.4 You must return the Vehicle with a full tank of fuel.
- 10.5 If you return the Vehicle without first refuelling, FLS will charge the requisition account for the costs associated with arranging to fill the Vehicle with fuel.

11 RETURN OF VEHICLE

- 11.1 You must return the Vehicle to FLS:
- (a) to the place, on the date and by the time shown on the online Vehicle booking unless you have agreed a change prior to the return date and time and FLS has agreed to the change; and
 - (b) in the same condition as it was when you first collected the Vehicle from FLS, Fair Wear and Tear excepted.
- 11.2 If you:
- (a) return the Vehicle at a later date or time than that shown on the online Vehicle booking;
 - (b) return the Vehicle to a place other than that shown on the online Vehicle booking;
- you may be required to pay FLS' costs to retrieve the Vehicle.
- 11.3 FLS may request the immediate return of the Vehicle, or FLS may recover the Vehicle without notice, if FLS reasonably suspects that:
- (a) the Vehicle is being used in a way that is in breach of these Terms and Conditions; or
 - (b) damage to the Vehicle, or injury to persons or property, is likely to occur.
- 11.4 If you do not return the Vehicle on the date and by the time shown on the online Vehicle booking (or any extended date or time agreed with FLS in writing or updated on the online Vehicle booking) then:
- (a) after taking reasonable steps to contact you and if the location of the Vehicle is unknown, FLS may report the Vehicle as stolen to the police; and

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(b) you must compensate UNE for any loss UNE suffers (including all reasonable additional costs UNE incurs in recovering the Vehicle) up to the time that the Vehicle is recovered by UNE.

- 11.5 If you have breached the Authority to Drive Form or these terms and conditions and the breach has caused the downtime of the Vehicle, you may be liable to pay a per day loss of use payment.

12 LIABILITY FOR LOSS OR DAMAGE

- 12.1 All UNE Vehicles are insured through UNE's commercial fleet motor vehicle insurance policy. In the event of a claim being made against the insurer, a general claims excess or cost of repairs (whichever is the lessor) will apply. The cost centre and/or you will generally be responsible to pay the general claims excess.
- 12.2 The following excesses may also apply (and be payable by the cost center and/or you) in addition to the general claims excess:
- (a) Driver under 21 years of age
 - (b) Driver under 21 years of age with less than 2 years driving experience
 - (c) Driver 21 and under 25 years of age
 - (d) Driver 21 and under 25 years of age with less than 2 years driving experience
 - (e) Driver over 25 years of age with less than 2 years driving experience
- 12.3 You will be required to pay the cost of the insurance and repairs to the Vehicle and will be liable for loss and damage where:
- (a) You were driving under the influence of alcohol or drugs
 - (b) You were unlicensed
 - (c) You were speeding and an accident occurs
 - (d) You were driving negligently and an accident occurs
 - (e) You were not driving with due care and an accident occurs
- 12.4 Where you are liable for loss or damage, you must pay to UNE:
- (a) any appraisal fees actually and reasonably incurred;
 - (b) any towing and storage costs actually

and reasonably incurred;

- (c) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities;
 - (d) the loss, damage, repair cost or fee as reasonably determined by UNE's insurer
- 12.5 UNE will provide details you of the final cost of the loss, damage or repair on request by you and within a reasonable period of time. These details will include supporting documentation such as copies of the assessment, repair, towing and assessing invoices and photos of damage where available.

13 PROPERTY IN VEHICLE

- 13.1 Unless UNE or an UNE employee acting in the course of their employment is negligent, or fraudulent, UNE is not liable to any person for any loss of, or damage to any property:
- (a) left in the Vehicle after its return to UNE; or
 - (b) stolen from the Vehicle or otherwise lost during the Hire Period.

14 PRIVACY

- 14.1 All personal information will be collected, used and disclosed in accordance with UNE's Privacy Management Plan <https://www.une.edu.au/about-une/governance/privacy>